

1 MORGAN, LEWIS & BOCKIUS LLP
2 John S. Battenfeld, Bar No. 119513
3 john.battenfeld@morganlewis.com
4 Brian D. Fahy, Bar No. 266750
5 brian.fahy@morganlewis.com
6 300 South Grand Avenue
7 Twenty-Second Floor
8 Los Angeles, CA 90071-3132
9 Tel: +1.213.612.2500
10 Fax: +1.213.612.2501

11 MORGAN, LEWIS & BOCKIUS LLP
12 Amy A. McGeever, Bar No. 296758
13 amy.mcgeever@morganlewis.com
14 One Market, Spear Street Tower
15 San Francisco, CA 94105
16 Tel: +1.415.442.1000
17 Fax: +1.415.442.1001

18 Attorneys for Defendant
19 Amazon Logistics, incorrectly sued as
20 AMAZON.COM, LLC

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

YOLANDA CHAMPION, on behalf of herself,
all others similarly situated,

Plaintiff,

vs.

AMAZON.COM LLC., a Delaware limited
liability company; NEA DELIVERY, LLC
d/b/a FAST DELIVERY SERVICES, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 3:18-cv-05222-MMC

**DECLARATION OF RICHARD
NYHAN IN SUPPORT OF MOTION
TO COMPEL ARBITRATION**

Hon. Maxine M. Chesney

Date of Filing: April 12, 2019

DECLARATION OF RICHARD NYHAN

Pursuant to 28 U.S.C. §1746, I, Richard Nyhan, declare as follows:

1. I am over the age of 18, and I am competent to attest to the facts set forth herein.

Further, I make this Declaration based on my personal knowledge and my review of NEA's business records. If called to testify to these facts, I would be competent to do so.

2. From October 2014 to May 2018, I was the General Manager at NEA Delivery,

LLC (“NEA”), a defendant in this action. In this position, I was familiar with NEA’s personnel policies for California employees and new hires during my employment with NEA. During my employment with NEA, NEA contracted with a Professional Employer Organization called SouthEast Personnel Leasing, Inc. (“SouthEast”), which for a period of time handled new hire paperwork and payroll for NEA’s employees employed as drivers in California, and maintained the personnel and human resources files for NEA’s California drivers. As a result of my job duties at NEA, I am familiar with the personnel files of NEA’s California drivers that were maintained by SouthEast and have access to such files through my continuing contact and relationship with SouthEast.

3. During the period of NEA's contractual relationship with SouthEast, including in March 2017, NEA's California drivers were provided an electronic version of a two-page, standalone arbitration agreement entitled BINDING ARBITRATION AGREEMENT to review and electronically "sign" by clicking to acknowledge acceptance of the agreement, which would generate an electronic signature. The same electronically generated signature is found throughout Ms. Champion's personnel file. If drivers had questions or concerns about the arbitration agreement, NEA would direct the drivers to contact SouthEast. Per the instructions on page 2 of the arbitration agreement, if the driver wished to opt out of the arbitration agreement, the arbitration agreement provided a simple method for the driver to submit, via email, an "Arbitration Agreement Opt-Out" Form to SouthEast at HR@spli.com within 30 days of signing the arbitration agreement. The drivers were e-mailed a copy of the arbitration agreement once it was signed.

1 4. I have reviewed NEA's personnel file for plaintiff Yolanda Champion, which
 2 contains various documents that Ms. Champion executed during her employment with NEA.
 3 Attached hereto as Exhibit A is a true and correct copy of the BINDING ARBITRATION
 4 AGREEMENT signed by Ms. Champion dated March 24, 2017, which contained in Ms.
 5 Champion's personnel file. Ms. Champion's personnel file contains no Arbitration Agreement
 6 Opt-Out Form. Attached hereto as Exhibit B are true and correct copies of other documents
 7 similarly electronically signed by Ms. Champion on March 24, 2017, including her co-
 8 employment application, her W-4 tax withholding, and Form I-9 Employment Eligibility
 9 Verification.

10 5. During the period of my employment with NEA, including in March 2017, NEA
 11 had its principal place of business in California, but NEA's business operations covered multiple
 12 states, including Arizona and California. NEA's business involved its delivery drivers making
 13 local deliveries in small vans or passenger vehicles (which did not require a commercial drivers'
 14 license to operate), for its customers, including Amazon, in the states in which NEA operated. To
 15 accomplish its business operations, NEA utilized interstate media and interstate communications
 16 networks, including the internet, telephones, and mail to market its services and conduct its
 17 business. Also, NEA contracted with companies outside of California. For instance, NEA
 18 contracted with SouthEast for payroll and human resources services, and SouthEast is
 19 headquartered in the Tampa Bay, Florida area. Similarly, NEA contracted with Amazon
 20 Logistics, Inc., which is a Delaware corporation based in Washington State.

21 6. Ms. Champion provided delivery service for NEA to Amazon customers. She
 22 picked up packages from Amazon distribution centers located in San Leandro, California. Her
 23 deliveries were all made to local customers. Therefore, she did not leave California to make any
 24 deliveries. Based on my personal knowledge and observation, NEA was one of several delivery
 25 companies that competed for the opportunity to make Amazon deliveries in California. In fact,
 26 during my employment with NEA, including in March 2017, I observed drivers for delivery
 27 companies other than NEA operating out of the same Amazon distribution centers in California
 28 where NEA was operating.

1 I declare under penalty of perjury under the laws of the United States of America and
2 California that the foregoing is true and correct.

3 Executed this 6th day of May, 2019, at San Diego, California.

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7 Richard Nyhan

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Exhibit A

BINDING ARBITRATION AGREEMENT

1. **Agreement to Arbitrate Disputes.** I agree and acknowledge that SouthEast Personnel Leasing, Inc. and SouthEast Employee Leasing Services, Inc. (collectively "SPLI"), my Temporary Staffing Employer, if any, (my "Temporary Staffing Employer"), and NEA DELIVERY, LLC (my "Worksite Employer"), and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context.
 - A. My Worksite Employer, My Temporary Staffing Employer, SPLI, and I agree that any claim, dispute, and/or controversy that either I may have against my Worksite Employer, my Temporary Staffing Employer, or SPLI (or their respective owners, directors, officers, managers, employees, agents, subsidiaries, and parties affiliated with their employee benefit and health plans) or that my Worksite Employer, my Temporary Staffing Employer, or SPLI may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or any other association with my Worksite Employer, my Temporary Staffing Employer, or SPLI shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.) in conformity with the procedures of the California Arbitration Act (Cal. Code Cvi. Proc. sec. 1280 et. seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act or any other similar state, local, or federal law or regulation), equitable law, or otherwise. The following claims are excluded from arbitration: claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board; claims for medical and disability benefits under the California Workers Compensation Act; claims for unemployment insurance benefits which are brought before the California Employment Development Department; or any other claims that must be excluded from arbitration by federal law. Nothing herein, however, shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, California Department of Fair Employment and Housing or similar state or local agency (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).
 - B. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgement on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Finally, my Worksite Employer, my Temporary Staffing Employer, and SPLI agree to pay all types of costs that are unique to arbitration including arbitration administrative fees, arbitration hearing fees and arbitrator compensation fees.
 - C. I understand and agree that all claims that I may have against my Worksite Employer, my Temporary Staffing Employer, and SPLI must be brought in my individual capacity and not as a plaintiff or class member in any purported class action, collective action or representative action proceeding. Similarly, any claims that my Worksite Employer, my Temporary Staffing Employer, or SPLI may have against me may not be brought as a plaintiff or class member in any purported class action, collective action or representative action proceeding. I understand that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis, representative action basis, as a private attorney general, or other bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of other alleged Worksite Employer, Temporary Staffing Employer, or SPLI employees (or any of them) or on behalf of other persons alleged to be similarly situated. I understand that there are no bench or jury trials and no class actions, collective actions, or representative actions permitted under this Arbitration Agreement. The Arbitrator shall not consolidate claims of different alleged employees into one proceeding, nor shall the Arbitrator have the power to hear arbitration as a class action, collective action, or representative action.

D. **I understand that I may submit a form stating that I wish to opt-out and not be subject to Arbitration.** To opt-out, I must submit an "Arbitration Agreement Opt-Out" Form to SPLI. I understand that I can obtain the form by contacting SPLI at HR@spli.com. To be effective, my opt-out form must be received by SPLI no later than 30-days after I sign this Agreement. I further understand that I will not be subject to any adverse action should I chose to opt-out. Finally, I understand that, if I send my opt-out form to SPLI it will be effective as to SPLI, my Worksite Employer, and my Temporary Staffing Employer.

E. I understand and agree to this binding arbitration provision and that I, my Worksite Employer, my Temporary Staffing Employer, and SPLI give up our respective rights to trial by jury of any claim that I may have against my Worksite Employer, my Temporary Staffing Employer, or SPLI or that my Worksite Employer, my Temporary Staffing Employer, or SPLI may have against me.

2. **Entire Agreement.** This is the entire agreement between my Worksite Employer, my Temporary Staffing Employer, SPLI, and me regarding dispute resolution and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of my Worksite Employer to be binding against my Worksite Employer, the President of my Temporary Staffing Employer to be binding against my Temporary Staffing Employer, or by the President of SPLI to be binding against SPLI. No supervisor or representative of my Worksite Employer, my Temporary Staffing Employer, or SPLI, other than the President of my Worksite Employer, the President of my Temporary Staffing Employer, or the President of SPLI, has any authority to enter into any agreement contrary to the foregoing. **Oral representations made before or after you are hired do not alter this Agreement.**

3. **Severance.** If any term, provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable. For example, if the portion of this Agreement containing my agreement to waive any right I may have to bring a representative action and/or private attorney general action in arbitration is declared void or unenforceable, said term or provision shall be severed and the remainder of this agreement shall be enforceable. If the representative action and/or private attorney general action is severed and I bring an action that includes claims subject to this Agreement and a representative action and/or a private attorney general action that are not subject to this Agreement, SPLI, my Worksite Employer, my Temporary Staffing Employer, and I agree to stay the non-arbital claims until the claims subject to this Agreement are fully arbitrated.

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE ASK A SPLI, A WORKSITE EMPLOYER, OR TEMPORARY STAFFING EMPLOYER (IF ANY) REPRESENTATIVE BEFORE SIGNING.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE AGREEMENT AND UNDERSTAND THE SAME.

DO NOT SIGN UNTIL YOU HAVE READ THIS AGREEMENT.



Employee's Signature

Yolanda Champion

Employee's Printed Name

03/24/2017

Date

NEA DELIVERY, LLC

Company Name

Exhibit B



SOUTH EAST PERSONNEL LEASING, INC. (*SPLI) CO-EMPLOYMENT APPLICATION

NEA DELIVERY, LLC

SAN LEANDRO

*Client Company Name

Location (If multiple client locations/offices exist)

SECTION 1 – TO BE COMPLETED BY THE EMPLOYEE

Champion	Yolanda	Redacted	
* Last Name	* First Name	MI	*SSN
Redacted		Redacted	Redacted
* Applicant Address (Street Number and Name)		(Apt/Lot/Unit/etc)	* City
Redacted	03/24/2017	Redacted	Redacted
Phone Number	* Application Date	* Birth Date	Email Address

Federal Tax Filing Status and Allowances (refer to Form W-4 for instructions)

* Status: Single Married Married but withhold at higher Single rate Exempt Total number of allowances you are claiming: 1 Additional amount you want withheld \$ _____ each paycheck:

State Tax Filing Status and Allowances (refer to Form DE 4 for instructions)

* Status: Single or Married (with two or more incomes) Married (one income) Head of Household Exempt Total number of allowances you are claiming: 1 Additional amount you want withheld \$ _____ each paycheck:

EEO Data: We are subject to certain government recordkeeping and reporting requirements for the administration of civil rights laws and regulations. To comply with these laws, we invite you to voluntarily self-identify your race or ethnicity and gender. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.

Gender: M F Ethnicity: White/Caucasian Black/African American Hispanic/Latino Asian American Indian/Alaskan Native Hawaiian/Pacific Islander Two or More Races

I understand and agree to the following: I am not yet covered by the services provided to the co-employees of South East Personnel Leasing, Inc. (SPLI). As such, if I suffer an injury or have suffered an injury related to work while working for the Client and before I am accepted as a co-employee by SPLI, the Client will be responsible for that injury.

Payroll will not be processed and workers' compensation coverage will not be provided until and unless all pages of the SPLI Employee Leasing Application are completed and signed by the applicant, the complete SPLI Employee Leasing Application is delivered to SPLI and SPLI accepts the applicant as a co-employee. The SPLI Co-Employment Application includes all of the following documents: This page, the Applicant Agreement, Use of Personal Protective Equipment Form, Acknowledgement of Alcohol and Drug Policy, Predesignation of Personal Physician Form, Form I-9, Form W-4, and Form DE 4. The complete Form I-9, Form W-4, and DE 4, including instructions, can be obtained under Federal and State Forms at <http://spli.com/docs.php>.

03/24/2017

* Applicant Signature

* Date

SECTION 2 – TO BE COMPLETED BY THE CLIENT COMPANY

08/07/2015	DRIVER		
*Original Hire Date with Client	*Job Description		
CA	7198	DSF4	1899981
*Work State	Workers' Comp Code	Home Department	Employee ID
*Pay Method & Rate (must comply with FLSA guidelines)	<input checked="" type="checkbox"/> Hourly \$ 13 <input type="checkbox"/> Salary \$ _____ <input type="checkbox"/> Commission/Piecework	<input type="checkbox"/> Check if salary employee qualifies for overtime exemption	* Pay Cycle <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other: _____
*Employment Type	<input checked="" type="checkbox"/> Full Time Employee (> 30 hours avg. per week) <input type="checkbox"/> Part Time Employee (< 30 hours avg. per week) <input type="checkbox"/> Variable Hour Employee (cannot determine whether the employee will avg. at least 30 hours per week) <input type="checkbox"/> Seasonal Employee (< 6 consecutive months worked during calendar year)		

(*SPLI) means South East Personnel Leasing, Inc and its subsidiaries.

California – Revised 9/18/2015

* Required Fields

Form W-4 (2017)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2017 expires February 15, 2018. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you can't claim exemption from withholding if your total income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older.
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions don't apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you aren't exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2017. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A
B	Enter "1" if: { <ul style="list-style-type: none">• You're single and have only one job; or • You're married, have only one job, and your spouse doesn't work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.	B
C	Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit (Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none">• If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child.	G
H	Add lines A through G and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) ► H	H
<p>For accuracy, complete all worksheets that apply. { <ul style="list-style-type: none">• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</p>		

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

OMB No. 1545-0074

2017

► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.

1 Your first name and middle initial	Last name	2 Your social security number
Yolanda	C Champion	Redacted
Home address (number and street or rural route) Redacted		3 <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code Redacted		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		
6 Additional amount, if any, you want withheld from each paycheck		
7 I claim exemption from withholding for 2017, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none">• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. ► 7		

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature
(This form is not valid unless you sign it.)

Yolanda Champion

Date ► 03/24/2017

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)

9

Office code (optional)

10 Employer identification number (EIN)



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS

Form I-9

OMB No. 1615-0047

Expires 08/31/2019

► **START HERE:** Read Instructions carefully before completing this form. The Instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) Champion	First Name (Given Name) Yolanda	Middle Initial C	Other Last Names Used (if any)	
Address (Street Number and Name) Redacted		Apt. Number	City or Town Redacted	
Date of Birth (mm/dd/yyyy) Redacted	U.S. Social Security Number Redacted	Employee's E-mail Address Redacted		Employee's Telephone Number Redacted

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

1. A citizen of the United States
 2. A noncitizen national of the United States (See instructions)
 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____
 Some aliens may write "N/A" in the expiration date field. (See instructions)

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:
 An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number: _____
 OR

2. Form I-94 Admission Number: _____
 OR

3. Foreign Passport Number: _____

Country of Issuance: _____

QR Code - Section 1
 Do Not Write in This Space

Signature of Employee <i>Yolanda Champion</i>	Today's Date (mm/dd/yyyy) 03/24/2017
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Preparer and/or Translator Certification (check one):

I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
 (Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date (mm/dd/yyyy) 03/27/2017		
Last Name (Family Name)	First Name (Given Name)		
Address (Street Number and Name)	City or Town	State	ZIP Code



Employer Completes Next Page

